

AMENDMENT NO. 1
TO AGREEMENT
BETWEEN
BOARD OF PUBLIC WORKS AND SAFETY
WEST LAFAYETTE, INDIANA
AND
WESSLER ENGINEERING, INC.
FOR
SALISBURY STREET IMPROVEMENTS

THIS AMENDMENT NO. 1 to existing Agreement, entered into by and between The Board of Public Works and Safety, West Lafayette, Indiana (hereinafter named "OWNER") and Wessler Engineering, Inc. (formerly known as M.D. Wessler & Associates, Inc. and hereinafter named "ENGINEER") dated September 27, 2010:

OWNER and ENGINEER hereto mutually covenant and agree as follows:

ARTICLE I
SCOPE OF PROFESSIONAL SERVICES-BASIC SERVICES
SHALL BE AMENDED AS FOLLOWS:

Add Item A, 8. Traffic Data Collection and Traffic Capacity Simulation/Analysis. (This includes obtaining field counts with turning movements at the intersections of Salisbury St. with Kent St. and Navajo St. The forecasting will include traffic counts at Kent and the adjacent commercial parking lot entrance.)

ARTICLE IV
COMPENSATION
SHALL BE AMENDED AS FOLLOWS:

BASIC SERVICES –The additional fee for Item A.8, Traffic Data Collection and Traffic Capacity Simulation/Analysis, is estimated to be \$7,000.00. Therefore the new Total Not-to-Exceed Fee for this project is estimated to be \$26,100.00, including reimbursable expenses. This new total fee shall not be exceeded without prior written approval of the Owner.

ARTICLE V
SCHEDULE
SHALL BE AMENDED AS FOLLOWS:

Revise to:

The draft PER shall be completed and submitted to the Owner for review within 45 days of the completion of the Traffic Data collection. The final PER shall be completed and submitted to the Owner for review and approval within 30 days after receipt of the Owner's review comments of the draft PER.

All other terms and conditions contained in the Agreement shall remain unchanged and continue in full force and effect.

This Agreement Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same Subagreement. A telecopied, electronic, or facsimile signature shall be equivalent to and as binding as an original signature.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 1 to existing Agreement, this ____th day of _____, 2011.

ENGINEER

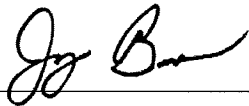
OWNER

WESSLER ENGINEERING, INC.



Martin A. Wessler, P.E.
CEO

Attest:



Jeremy A. Burns, P.E., P.L.S.
Project Manager

Date: January 17, 2011

**BOARD OF PUBLIC WORKS & SAFETY
CITY OF WEST LAFAYETTE, INDIANA**

John R. Dennis, Mayor

Sana G. Booker, Member

Bradley W. Marley, Member

Jonathan C. Speaker, Member

Elizabeth M. Stull, Member

Attest:

Judith C. Rhodes IAMC/CMC/CPFA
Clerk-Treasurer

ADDRESS FOR GIVING NOTICE:

Wessler Engineering
6219 South East Street
Indianapolis, IN 46227

ADDRESS FOR GIVING NOTICE:

City of West Lafayette
609 West Navajo Street
West Lafayette, Indiana 47906